



**State of Oklahoma  
Office of Management and  
Enterprise Services  
Information Services Division**

**Solicitation**

**1. Solicitation#: 3400001221**

**2. Solicitation Issue Date: 07/12/2013**

**3. Brief Description of Requirement:**

The objective of this proposal is to contract with a home visitation/ case management solutions provider to offer software and services to ensure OSDH has the capability to track clients from referral to graduation of a home visitation program and across multiple programs if necessary, provide a solution to support case management, provide basic evaluation and reporting of system across visitation programs, and exchange information with internal and external systems to reduce duplication of work.

Proposals will include all costs for software, hardware, meetings, training, technical support, pre-implementation planning, configuration, customization, ongoing additions, and modifications of the CMCIS. The proposal should include the system installation, standard operating procedure and web service interface documentation, development, and training as necessary to configure, test, pilot, implement, maintain, and support the proposed system(s) and components.

**4. Response Due Date: Aug. 5, 2013**

**Time: 3 p.m. CDT**

**5. Issued By and Return Sealed Bid To:**

**Oklahoma State Department of Health  
1000 NE 10 St.  
Oklahoma City, OK 73117**

**6. Solicitation Type: Request for Proposal**

**7. Shipping Locations:**

**Oklahoma State Department of Health  
1000 NE 10 St.  
Oklahoma City, OK 73117**

**8. Contracting Officer:**

**Name: Steven Amend, CPO  
Phone: (405) 271-4043, ext. 56368  
E-mail: stevena@health.ok.gov**



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number



**State of Oklahoma  
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**Responding Bidder Information**

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN: \_\_\_\_\_ VEN ID (if unknown, leave it blank): \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

YES – Permit #: \_\_\_\_\_

NO - Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

YES – Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – include a certificate of insurance with the bid

NO – attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning Workers' Compensation Insurance, see

[http://www.ok.gov/oid/Consumers/Workers'\\_Compensation/index.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html)



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## **A. GENERAL PROVISIONS**

The following provisions shall apply where applicable to the solicitation.

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a vendor submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.5.** "COTS" means Commercial off the Shelf.
- A.1.6.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.7.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.8.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.9.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.10.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.11.** "Offeror" shall be synonymous with "contractor", "bidder", or other similar term;
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.14.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.15.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.16.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for a vendor to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

### **A.2. Offer Submission**

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to vendor, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the vendor shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the vendor and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.

- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit an proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

### **A.3. Solicitation Amendments**

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the vendor shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division or OSF.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

### **A.4. Offer Change**

If the vendor needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the vendor shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
  - A.5.1.2.** Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

## **A.6. Offer Opening**

Sealed offers shall be opened by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

## **A.7. Offers Subject To Public Disclosure**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an vendor submits as part of or in connection with an offer are public records and subject to disclosure. Vendors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

## **A.8. Late Offer**

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

## **A.9. Legal Contract**

**A.9.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

**A.9.2.** The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

**A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

**A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

**A.10.2.** Vendors guarantee unit prices to be correct.

**A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

**A.10.4.** All costs incurred by the vendors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the vendors. The State of Oklahoma shall not reimburse any vendor for any such costs.

## **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Vendor may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Vendor shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

## **A.12. Clarification of Solicitation**

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

## **A.13. Rejection of Offer**

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the vendor imposes terms or conditions that would modify requirements of the solicitation or limit the vendor's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11.

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

**A.14. Award of Contract**

- A.14.1.** The State may award the contract to more than one vendor by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, contractor must be registered. The contractor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/contractors/index.php>.
- A.14.4.** It is the preference of the State to award to a single contractor. However, the State reserves the right to award to multiple contractors when it has been determined to be in the best interest of the State.

**A.15. Contract Modification**

- A.15.1.** The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2.** Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division or the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

**A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

**A.17. Invoicing and Payment**

- A.17.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

**A.18. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Vendors shall not include these taxes in price quotes.

**A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful

contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

- A.19.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.20. Non-Appropriation Clause**

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

#### **A.21. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

#### **A.22. Choice of Venue**

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

#### **A.23. Termination for Cause**

- A.23.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.23.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.23.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.24.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

#### **A.25. Insurance**

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

#### **A.26. Employment Relationship**

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting Information Technology Solicitation Package

contract are not employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

#### **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act Of 2007**

By submitting an offer for services, the vendor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.28. Compliance with Applicable Laws**

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

#### **A.29. Gratuities**

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

#### **A.30. Preclusion from Resulting Contracts**

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

#### **A.31. Mutual Responsibilities**

The State and contractor agree that under this Agreement:

- A.31.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

#### **A.32. Background Checks and Verifications**

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

#### **A.33. Confidentiality**

- A.33.1.** Pursuant to Title 62 O. S. §34.12. (C.). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.33.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the DCS, the State's CIO, the State Agency Director, or in compliance with a valid court order.

### **A.34. Unauthorized Obligations**

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

### **A.35. Electronic and Information Technology Accessibility**

Pursuant to Title 74, Section 85.7d. and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](http://www.ok.gov/OSF/documents/isd_itas.doc).

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

### **A.36. Patents and Copyrights**

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

**A.36.1.** If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

**A.36.2.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did

not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

### **A.37. Federal Terms and Conditions**

The following terms apply if federal monies are used to fund this solicitation:

#### **A.37.1. Equal Opportunity and Discrimination**

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

#### **A.37.2. Lobbying**

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

#### **A.37.3. Drug-Free Workplace**

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

#### **A.37.4. Environmental Protection**

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

### **A.38. Assignment**

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

### **A.39. Severability**

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **A.40. Failure to Enforce**

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

### **A.41. Licensed Software**

**A.41.1.** Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

**A.41.2.** All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

### **A.42. Contract**

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

### **A.43. Conflict of Interest**

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

#### **A.44. Limitation of Liability**

**To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.**

#### **A.45. Media Ownership (Disk Drive And/Or Memory Chip Ownership)**

**A.45.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

**A.45.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the vendor's proposed cost.

**A.45.3.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected vendor's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

**A.45.4.** The State of Oklahoma IT Security Policies may be found at:  
[www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

#### **A.46. Offshore Services**

No offshore services are provided for under the resulting contract.

#### **A.47. Failure To Provide**

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

#### **A.48. Agency Policies**

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

#### **A.49. Compliance With Technology Policies**

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:  
[www.ok.gov/OSF/Information\\_Services/ISD\\_Publications.html](http://www.ok.gov/OSF/Information_Services/ISD_Publications.html).

#### **A.50. Emerging Technologies**

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

#### **A.51. Ownership Rights**

- a) It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing

intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

- b) Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

#### **A.52. Right of Use**

- a) The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- b) In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- c) Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

#### **A.53. Source Code Escrow – Reference Title 62 O.S. § 34.31**

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

**A.53.1.** The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;
- b) An assignment by the contractor for the benefit of its creditors;
- c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
- f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

**A.53.2.** As used in this section:

- a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
- b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

#### **A.54. Proposal Clarification Questions**

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing.

#### **A.55. Performance and Upgrades**

Vendor shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If vendor does not plan recommended or projected system upgrades, the vendor shall provide documentation in the offer that the vendor plans no system

upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

#### **A.56. Right to Renegotiate**

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

#### **A.57. Publicity**

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

#### **A.58. Mandatory and Non-Mandatory Terms**

**A.58.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Vendor's Proposal.

**A.58.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

#### **A.59. Special Provisions**

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

### **B. SPECIAL PROVISIONS**

#### **B.1. Glossary of Terms**

- B.1.1.** AD – Active Directory
- B.1.2.** ADO – Active Data Objects
- B.1.3.** CCAN – University of Oklahoma Center on Child Abuse and Neglect
- B.1.4.** CDC – Centers for Disease Control and Prevention
- B.1.5.** CHD – County Health Department
- B.1.6.** Children First – Oklahoma's Nurse-Family Partnership home visitation program
- B.1.7.** ebXML -- Electronic Business using eXtensible Markup Language
- B.1.8.** HFA – Healthy Families America
- B.1.9.** HIPAA – Health Insurance Portability and Accountability Act of 1996
- B.1.10.** HITECH – Health Information Technology for Economic and Clinical Health Act
- B.1.11.** HL7 – Health Level Seven
- B.1.12.** Home Visitation Program – evidence-based programs that provide maternal and child health interventions to families and caregivers within the home to target outcomes such as maternal and child health, child maltreatment, improvement of school readiness, reduction of domestic violence, improvements in economic self-sufficiency, and improvements in the coordination and referrals for other community resources and supports.
- B.1.13.** IPHIS – Interoperable Public Health Information System
- B.1.14.** ITS – Information Technology Service
- B.1.15.** Jurisdiction – The limits or territory within which authority may be exercised
- B.1.16.** MIECHV – Maternal, Infant, Early Childhood Home Visitation - federal grant funding to improve and coordinate home visitation within a state
- B.1.17.** NFP – Nurse Family Partnership

- B.1.18.** OSDH – Oklahoma State Department of Health
- B.1.19.** OSE – Oklahoma State Department of Education
- B.1.20.** OSIIS – Oklahoma State Immunization Information System
- B.1.21.** PAT – Parents as Teachers
- B.1.22.** PHI – Protected Health Information: Individually identifiable information, including demographic information, related to the past, present, or future physical or mental health or condition, the provision of health care to an individual, or the past, present, or future payment for such health care, which is created or received by a covered entity. It may be oral or recorded in any medium, including electronic data, paper records, or any other form.
- B.1.23.** PHOCIS – Public Health Oklahoma Client Information System
- B.1.24.** PKI – Public Key Infrastructure
- B.1.25.** SAS 70 – Statement on Auditing Standards (SAS) No. 70
- B.1.26.** Start Right – Oklahoma’s Healthy Families America home visitation program
- B.1.27.** UPI – Unique Person Identifier
- B.1.28.** Vendor – A person or company offering something for sale
- B.1.29.** WS – Web Service

**B.2. Contract Term, Renewal and Extension Option**

- B.2.1.** The initial contract shall be for the purchase of all necessary hardware and software components, project meetings and conference calls, installation, configuration, software customization, technical interface documentation for the OSDH, technical assistance with interfacing to the contractor’s systems, testing, piloting, implementation, maintenance, support and ongoing consultation related to the implemented system(s).
- B.2.2.** The period of performance for the initial contract period shall be for one (1) year from the date of award and there shall be up to nine years to renew. Maintenance shall begin upon final implementation and acceptance of the completed installation not to exceed 5 years including the initial implementation period. The initial maintenance period shall be from the date of final acceptance of the full system through the following June 30.
- B.2.3.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be additional one – year periods for maintenance and support (July 1- June 30) following the initial maintenance period not to exceed a total of 5 years including the initial implementation period.
- B.2.4.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date.

**B.3. Unavailability of Funding**

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. \*This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

**B.4. Invoices**

Invoices are to be submitted to OSDH Accounts Payable, and must include:

- Name of Contractor
- Contractor FEI #

- Contractor Contact Name & Phone #
- Purchase Order #
- Date of Invoice
- Description of goods/services provided.
- Total amount due
- Written documentation accepting the deliverable(s), signed by the OSDH Contract Monitor

Invoices will be paid by OSDH Accounts Payable within forty-five (45) days of receipt of a properly submitted invoice.

### **B.5. Warrants**

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

### **B.6. Contact Persons**

For the purposes of this contract, all contacts with the Contractor shall be directed to its designated representative(s).

For purposes of this contract, all contacts with the OSDH shall be directed to its representative Contract Monitor. The name and contact information of the OSDH Contract Monitor will be provided following contract award.

### **B.7. Delivery, Inspection, and Acceptance**

All products and services are subject to inspection and testing by the OSDH and any that do not meet or exceed the specifications may be rejected.

The OSDH shall be given up to ninety (90) days from the final completion of the installation (if installed by the Contractor) or up to ninety (90) days after delivery if the OSDH installs (using the contractor's installation documentation or with the contractor working on-site with OSDH staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract.

If the Contractor's product or services fail to meet the specifications, then the same may be rejected and returned to the Contractor with a letter stating the reasons for non-acceptance. Such rejection will exempt the OSDH from all related costs incurred by the Contractor. The Contractor shall be given thirty (30) days to cure the nonconforming products or services and re-submit the deliverable(s) to the OSDH, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation. The OSDH shall be given thirty (30) days to inspect, re-test, and re-evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within ninety (90) days, the OSDH may, at its sole discretion, continue with the Contractor or terminate the agreement.

Deliverables must be accepted in writing by the OSDH before title shall pass to the OSDH or payment shall be authorized. However, acceptance by the OSDH following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that the OSDH discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever corrective action as necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of non-conforming products or services. Contractor warrants that, upon receipt of written notice by the OSDH of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

This provision further defines and supplements, and does not replace, General Provisions A.16.1 and A.16.2.

### **B.8. License; Intellectual Property**

Contractor shall grant the OSDH a license to access and use the software in accordance with the specifications, terms and conditions of this solicitation. The Contractor's end-user license agreement shall be attached to the bid response and may be incorporated into any contract awarded as a result of this solicitation. In the event any terms or conditions contained in the contractor's standard license agreement conflict with the terms and conditions of this solicitation and/or with Oklahoma law, Contractor shall cooperate with the OSDH to modify conflicting terms and conditions for conformance with the requirements of the solicitation and/or Oklahoma law.

### **B.9. Warranty**

In addition to the warranty provisions contained in B.5, Contractor warrants that it has obtained the necessary intellectual

property rights to enter in to this agreement; that use of the software, as delivered, shall not infringe on any copyright, trademark, or other intellectual property right and will not violate any intellectual property rights of any third party; and, the Contractor shall indemnify and hold the OSDH harmless against any claim made by a third party relating to improper use or infringement of any right of intellectual property.

**B.10. Assignment; Delegation; Subcontracting**

**B.10.1.** The OSDH may not assign or transfer the rights and responsibilities under this contract without the express written consent of the Contractor.

**B.10.2.** If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Contractor of any responsibility for performance under this contract. The Contractor shall not subcontract any portion of the services to be provided under this contract without the prior written consent of the OSDH Contract Monitor.

**B.11. Statement of Responsibility and Liability**

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §151 et seq.

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Contractor agrees to hold harmless OSDH of any claims, demands, and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

**B.12. Central Purchasing Act**

Vendor acknowledges, by receipt of this instrument, document or communication, that any agreement entered into or executed by the parties is subject to the provisions of the Oklahoma Central Purchasing Act, 74 O.S., § 85.1, et seq.

**B.13. Requirements/Change Management**

The Contractor shall establish and enforce a system of requirements management/change management based upon the requirements of this RFP, the commitments made in the proposal response and the final approved requirements document. Changes to the final approved requirements must be approved in writing by the OSDH Contract Monitor and Contractor Project Manager and any additional cost associated with the change must be identified at the point of approval. Any changes that involve additional cost or changes to the scope of the contract must be approved by OSDH Procurement and the Oklahoma Dept. of Central Services prior to the effective date of such changes.

**B.14. Personnel Changes**

**B.14.1.** If it becomes necessary for the Contractor to modify the staffing plan from that originally proposed, that personnel assigned to the project will be of equivalent education and experience as those originally proposed. This also applies to the use or substitution of subcontractors.

**B.14.2.** Changes to the staffing plan following award of a contract must be approved, in writing and in advance, by the OSDH Contract Monitor, which shall not be unreasonably withheld. In the event such a staffing change becomes necessary, the Vendor shall make a written request to the OSDH Contract Monitor, including the resume or other description of the qualifications and experience of the proposed alternate and, if appropriate, a justification for the change. The Vendor shall be responsible for ensuring individuals of similar qualification and experiences are provided as alternates. The OSDH reserves the right to interview the proposed alternate (via telephone or in person) and accept or reject the proposed change.

**B.15. Protecting and Securing Protected Health Information:**

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Contractor, its officers and employees (collectively, "Organization") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable

health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- d) ensure that all of its subcontractors, contractors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract;
- e) contractor will mitigate any harmful effects from the breach of confidentiality, privacy, or security as required by law;
- f) the parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- h) contractor agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;
- i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- j) contractor agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534 within 30 days of request;
- l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA;
- n) contractor agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;
- o) contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8;
- p) contractor agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system;
- q) contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410;

- r) contractor shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OSDH any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

#### **B.16. Retention of Data**

The contractor will not retain any OSDH patient data on servers other than test or production servers without the express permission of OSDH. Exceptions will be allowed for troubleshooting on a temporary basis with the written approval of the OSDH Contract Monitor.

#### **B.17. Commercial Off-The-Shelf (Cots) Software**

In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses shall not be binding on the State of Oklahoma, and the provisions of this contract shall prevail.

### **C. SOLICITATION SPECIFICATIONS**

#### **C.1. Purpose**

- C.1.1.** To coordinate home visitation services and to improve the quality of data available to support decisions about improving the health of Oklahomans who participate in OSDH funded home visitation services, the OSDH is requesting proposals from qualified vendors for planning, installation, testing, training, implementation, and maintenance of an enterprise system to replace existing outdated and disparate data systems by providing a single streamlined case management and data collection system for all OSDH and vendor home visitation programs in the state. It is envisioned that OSDH and home visitation contracted staff will use The Case Management/ Client Information System (CMCIS) to conduct day-to-day case management, data collection, client tracking, alerts, and reporting for the multiple home visitation models (Nurse Family Partnerships, Healthy Families America, SafeCare and Parents as Teachers) conducted throughout the State of Oklahoma.

The objective of this proposal is to contract with a home visitation/ case management solutions provider to offer software and services to ensure OSDH has the capability to track clients from referral to graduation of a home visitation program and across multiple programs if necessary, provide a solution to support case management, provide basic evaluation and reporting of system across visitation programs, and exchange information with internal and external systems to reduce duplication of work.. Proposals will include all costs for software, hardware, meetings, training, technical support, pre-implementation planning, configuration, customization, ongoing additions, and modifications of the CMCIS. The proposal should include the system installation, standard operating procedure and web service interface documentation, development, and training as necessary to configure, test, pilot, implement, maintain, and support the proposed system(s) and components. A single contract will be awarded as a result of this solicitation. Subcontracting and/or partnering is allowed, but a single Vendor must be identified as the Prime Vendor. The Prime Vendor will be responsible for all deliverables and performance obligations, and is the sole entity to which payments will be made.

- C.1.2.** The OSDH will consider proposals where the components of the system are hosted within the vendor's network or within the OSDH's network. Proposals should clearly address any recommendations, variances, restrictions, or cost differences within their proposal for vendor and OSDH hosted scenarios for the specified component. Vendors who wish to submit cost proposals for both on-site and off-site hosting of the CMCIS must submit complete, separate proposals, with each proposal clearly labeled.

## **C.2. Background**

The Oklahoma State Department of Health, through its system of local health services delivery, is ultimately responsible for protecting and improving the public's health status through strategies that focus on preventing disease. Four major service branches, Community and Family Health Services, Prevention and Preparedness Services, Protective Health Services, and the Chief Operating Officer, provide technical support and guidance to 69 county health departments as well as guidance and consultation to the two independent city-county health departments in Oklahoma City and Tulsa. The mission of the OSDH is to protect and promote the health of the citizens of Oklahoma to prevent disease and injury, and to assure the conditions by which our citizens can be healthy.

As a major unit of the OSDH's Community and Family Health Services, the Family Support and Prevention Service promotes the health, safety and wellness of Oklahoma's children and families by:

- Providing funding, training, technical assistance and oversight to local organizations/agencies that serve families with young children;
- Providing training to professionals that work in the area of child maltreatment prevention and intervention;
- Providing information and educational materials upon request; and
- Providing infrastructure to family support/child maltreatment prevention efforts.

As part of the grant-funded Maternal, Infant, Early Childhood Home Visitation (MIECHV) Program, Family Support and Prevention Services will be administering four home visitation programs: Healthy Families America (known in Oklahoma as Start Right), Nurse-Family Partnership (known in Oklahoma as Children First), SafeCare and Parents as Teachers (PAT). The purpose of the MIECHV Program is to assure effective coordination and delivery of health, child development, early learning, family support, and child abuse and neglect prevention to families through home visiting services. Offering multiple models, all of which serve unique identified populations, provides an opportunity to match families with the program model that most specifically meets their individual needs.

Children First (C1) and Start Right have been available in Oklahoma on at least a limited basis for more than 15 years through the OSDH. SafeCare is implemented through University of Oklahoma Center on Child Abuse and Neglect (CCAN). PAT has been administered by the Oklahoma State Department of Education (OSE) since 1993. However, OSDH will now be implementing a separate PAT program focusing on at-risk families.

In addition to a Case Management/ Client Information System (CMCIS), MIECHV Program funds provide an opportunity to coordinate and expand all four home visiting programs through service and data coordination and by expanding staff with a focus on six priority counties. Historically, OSDH has collected data for both the C1 and Start Right programs, but in a separate and uncoordinated manner. OSDH has never collected data from PAT programs. CCAN collects comprehensive information on clients and case management but the SafeCare system is not connected to the other systems. It is the goal of the MIECHV Program to reduce redundant data collection and reduce the burden on existing and new staff.

Community Connectors, serve as the "connector" to all home visitation services and other resources within the community. They will be integrated into local communities and be responsible for a coordinated referral and triage system but would not be making home visits. The Community Connectors may be external to the program sites, but would work with all programs within a community.

## **C.3. Current Environment**

Currently, C1 and Start Right data are in separate data tables within a single SQL Server but are not integrated or interoperable. Further, SafeCare is using a completely separate system that is not integrated into the OSDH network. With the addition of MIECHV and the expansion of the three home visitation models, a new data collection system is needed to accommodate additional sites and multiple models while reducing staff burden. A new web-based data collection system will allow OSDH access to client information and case management data from C1, Start Right, SafeCare and PAT programs and adapt to additional models as needed while integrating and exchanging data with existing data systems. The existing processes to manage, link, and maintain the two existing databases is cumbersome, complex and difficult to maintain. The ability to collect electronic data at the site of the home visit is inconsistent among the programs. The data management process from altering the data collection systems, combining data from the two systems, analysis and planning, design, software development, testing and deployment into production is hampered by staffing, differing home visitation models, complexity of data collection tools and integration with older data collection forms. Home visitation within Oklahoma is further hampered by the vast amounts of paperwork and hard copy forms that are required across the models. See figure 1 for a visual of how the home visitation programs work together in Oklahoma.

- C.3.1.** PHOCIS (Public Health Oklahoma Client Information System) – OSDH internally developed statewide clinical system which contains functionality for public health client demographics, appointments, health statistics, financial and insurance information, billing, receipting, and reporting. Additional PHOCIS modules are in place for Federal or State program areas such as Early Intervention, Children First, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Oklahoma Population Based Data and Guidance. OSDH developed this system using Microsoft .NET and data resides on an OSDH Microsoft SQL Server 2005 Enterprise Edition 64-bit v9.00.4035.00 high availability failover cluster (2-Dell Servers, each configured with 4 Quad-Core AMD Opteron 8356 2.29GHz Processors and 127GB RAM, Windows Server 2003 Enterprise x64 Edition).
- C.3.2.** Children First – The C1 data system was developed by a vendor in 2000 to collect and manage client and case data through a module within PHOCIS (described above). The system uses Visual Basic 6.0 and stores data on Microsoft SQL Server 2005 Enterprise Edition (see PHOCIS description above). Currently, the system pulls demographic information from PHOCIS but keeps all other C1 client data in a separate SQL database. The structure of the database is relational in nature but was designed using dynamic forms to accommodate frequent changes to data collection forms. Therefore, data from a single client visit is housed in multiple records instead of a single record. The data must then be “normalized” or transformed into a regular (wide) data structure for analysis. Currently, C1 contains 2.7 million+ client records for 30,000+ patients and 16,500+children that have been provided service by 110+ nurses statewide in Oklahoma. Data exists for patients since system implementation in 2000. See Appendix B for C1 Total Clients and Home Visitation Count, Calendar Years 2000-2010.
- C.3.3.** Start Right – The Start Right data system was developed by a vendor in 2000 to collect and manage client and case data through a web-based module. The system stores data on the same Microsoft SQL Server 2005 Enterprise Edition as PHOCIS and C1 (see PHOCIS description above). Currently, the system does not currently share any information with either PHOCIS or C1. The structure of the database is relational in nature but was designed to accommodate frequent changes to data collection forms. Therefore, data from a single client visit is housed in multiple records instead of a single record. The data must then be “normalized” or transformed into a regular (wide) data structure for analysis. Currently, Start Right contains 2.7 million+ client records for 21,000+patients and 2,100+children that have been provided service by 200+ home visitors statewide in Oklahoma. Data exists for patients since system implementation in 2000. See Appendix B for Start Right Total Clients and Home Visitation Count, Calendar Years 2000-2010.
- C.3.4.** SafeCare – The SafeCare data system is comprised of three distinct parts: (1) Contacts database, (2) Fidelity/Evaluation database, and (3) a Questionnaire Development System (QDS) that uses an audio computer assisted self-interview (ACASI) format supported for both laptops and desktop computers. The contacts database and Fidelity databases are Microsoft Access databases. The separation of the 3 different parts of the data system is to accommodate IRB requirements (that is, separate participant identifier information from measures/evaluation data) and also provide convenient access to the different users. The contacts database and ACASI are mainly used by data collectors for their day to day work. The contacts database is used to (a) collect eligible study participant basic demographic information and contacts information, (b) track and help in scheduling of participant data wave collections, (c) provide notifications to data collectors regarding data collections that are due, and (d) provide summaries of data collections made. The ACASI is used to collect measures based data including detailed demographic information, risk factors, and protective factors (e.g., Depression, IPV, social support measures etc.). The Fidelity/Evaluation database is used by other evaluation staff involved in the data entry of service based data at the different service sites. Data collected and entered in the fidelity/evaluation database includes: (1)program level descriptive data, (2) home visiting staff characteristics, (3) home visiting participant characteristics, and (4) participant-level service data (includes referral information, service measures (ASQ, CWBS, WAI), home visit fidelity data). The database also provides notifications for missing data (or data that is due) and summaries of service data. The Microsoft Access databases are relational in nature and use dynamic forms that can accommodate changes to data collection forms as needed. Currently, the 3 distinct parts of the data system are separated by site (LCDA and NC). The NC home visitors enter home visitation and a few measures directly into access databases via laptop computers, whereas, LCDA home visitors complete paper forms that are entered into the data system by separate personnel.
- C.3.5.** PAT – The OSDH has never housed data from PAT because it has been an Oklahoma State Department of Education program. Historically, PAT has collected primarily simple demographic information that was reported on by the Child Service Demonstration Center. With the new MIECHV funding, OSDH will implement PAT and collect the same information as Start Right.

- C.3.6.** Community Connectors - Through contracts with community agencies, a Community Connector will be funded for each county served by the MIECHV Grants. These individuals will serve as the “connector” to all home visitation services and other resources within the community. Community Connectors will be responsible for the following activities: 1) market home visitation services to potential referral sources; 2) collect referrals for home visitation programs and distribute them to the appropriate home visitation program through a triage process; 3) organize opportunities for the home visitation programs to meet on a routine basis so that the program can staff referrals if necessary and share programmatic information; and 4) organize opportunities for the home visitation programs and other community services to meet on a routine basis so that all can learn from each other.

#### **C.4. Vendor Qualifications**

- C.4.1. (Mandatory)** Vendors must demonstrate at least two previous implementations each consisting of at least two home visitation models; demonstrate successful experience with data transfer among the home visitation models; and demonstrate successful experience in developing enterprise case management systems, client information tracking, and reporting. Acceptable experience will be evaluated through the response to the deliverables in section E.5 and verified through discussion with contacts provided by vendor.
- C.4.2. (Non-Mandatory)** Preference will be given to Vendors having at least three (3) years experience planning, designing, developing, managing, implementing, and supporting a case management and client information system.
- C.4.3. (Non-Mandatory)** Preference will be given to Vendors who are able to demonstrate at least 2 previous implementations comparable or greater in size and scope to the OSDH; and, demonstrate successful experience with supporting case management through information systems. Acceptable experience will be verified through both references provided and detailed workflow statistics provided by the vendor within the proposal.

#### **C.5. Mandatory Functional and Technical Requirements:**

Mandatory requirements are the minimum capabilities, features, and/or technical standards that must be met for the proposed system to be determined responsive.

- C.5.1.** The CMCIS must support an enterprise solution. Provide statewide licensing capability for OSDH and contracted sites. There are approximately 350 users of the various data collection systems across 95 sites at the current time. It is estimated that this will expand by approximately 50 users and an additional 12 sites within six months.
- C.5.2.** The CMCIS must allow for home visitor supervisor, site and state-level administration of the system at a minimum. For example: Site level administration must be able to add, delete, transfer, and alter a client or data user. State level administration must allow for all site level items as well as adding, deleting, and altering sites.
- C.5.3.** It is required that this CMCIS will be available 24/7/365 with pre-planned maintenance periods. Exceptions will be allowed with OSDH approval in advance.
- C.5.4. For vendor-hosted solutions:** The CMCIS interface must provide direct access to data. API connections, SQL views, or other comparable solutions would be considered.
- C.5.5. For OSDH-hosted solutions:** Vendors must demonstrate that the system is designed and data stored using SQL and is compatible with Microsoft SQL Server 2008 Enterprise Edition.
- C.5.6.** The vendor will provide narrative describing specifications for an XML-based Simple Object Access Protocol (SOAP), Secure Sockets Layer (SSL) or REST-based compliant web service as a part of their response.
- C.5.7. For vendor-hosted solutions:** The OSDH remains the owner of any and all data that is housed on the vendor’s server that was submitted by OSDH or its vendors and all data will be returned to the OSDH and destroyed upon termination or expiration of the contract.
- C.5.8.** Vendors must provide training for the system in a standard format that can be accessed online or through the system. This training structure must include train-the-trainer formats. Further, vendors must provide training in compliance with section C.10.2.8. below.
- C.5.9.** Web-based systems must allow for entry of data from multiple home visitation models. The current home visitation models used in Oklahoma are HFA, PAT, NFP, and SafeCare.

- C.5.10. For vendor-hosted solutions:** The vendor will not retain any OSDH patient data on servers other than test or production servers or for disaster recovery purposes without the express permission of OSDH. Exceptions will be allowed for national data requirements or troubleshooting on a temporary basis with the written approval of the OSDH Contract Monitor. If the vendor cannot comply with this requirement, please provide a detailed explanation as to reasons, and any cost or time to deployment variances that would be impacted.
- C.5.11.** Solution will include capability to import and convert data from existing systems.
- C.5.12.** Solution will include capability to export data to .xls, .csv, .xlm, .txt., .sas7bdat, .jmp, or other comparable formats.
- C.5.13.** The system will contain data validation tools and include quality checks on data that are entered into the system for fields such as dates, city, and zip codes.
- C.5.14.** The system will provide alerts to the users.
- C.5.15.** The system will provide a method of reporting on client encounters, to include both personally identifiable and de-identified reporting.
- C.5.16.** The web-based system must allow for standard and user-defined (ad hoc) reporting.
- C.5.17.** Solution will provide integration of all Oklahoma data across the multiple sites and/ or home visitation models into state-wide reports.
- C.5.18.** It is required that the system meet all state and federal security standards.<sup>1,2</sup>
- C.5.19.** The system will include an audit report to include changes to the system.
- C.5.20.** The system will include an audit report to include activity within the system.
- C.5.21. For vendor-hosted solutions:** The vendor will provide a Disaster Recovery Plan that consists of back-up sites, back-up methods, recovery times, etc.
- C.5.22.** The CMCIS will have the ability to collect data elements required by State and Federal mandates/ regulations and required by each of the home visitation models. A list of variables collected by model can be made available upon request.
- C.5.23.** The CMCIS will have the ability to have future home visitation models added to the system.

**C.6. Non-Mandatory Functional and Technical Requirements:**

Non-mandatory requirements are those capabilities, functions, and/or standards that are desirable or preferred in a proposed system. Failure to meet any or all non-mandatory requirements will not result in a determination that a proposal is non-responsive.

- C.6.1.** Preference will be given to vendors who can implement the CMCIS by **September 27, 2013**.
- C.6.2.** Vendors providing an SSL or REST-based compliant CMCIS are preferred. Other web service implementation methodologies will be considered but the vendor must provide justifications of the technical, cost, performance, security and time to deployment benefits to OSDH within their proposal.
- C.6.3.** Systems that have the capability for OSDH to add future home visitation models without additional programming time from the vendor will be given preference.
- C.6.4.** Preference will be given to vendors who can demonstrate response to OSDH CMCIS requests in less than 10 seconds. Preference will be given to vendors who can document historical rapid response times under high client loads. Any variances on the requested 10 second response to the CMCIS need to be clearly documented in the proposal.
- C.6.5.** Preference will be given to vendors who have conducted usability studies on their interface and provide documentation of such studies.
- C.6.6.** Preference will be given to vendors who provide the capability of integrating the CMCIS information with model-specific systems for automatic data transfer. For example, OSDH needs to report specific information the NFP National Service Office. We would prefer the system be able to transfer the information with little to no interaction from OSDH program staff once the system is activated. If no integration of systems is present, vendor must document this with a written statement and discuss if this capability is possible but not yet enacted.
- C.6.7.** The CMCIS will have the capability of incorporating a triage algorithm for the home visitation model to which a new client is referred based on referral algorithm developed by MIECHV program. See Appendix C for triage diagram.
- C.6.8.** The system should have scheduling capabilities for home visitors to manage client workflow.

- C.6.9.** Preference will be given to vendors and points will be awarded for implementation of an alert system that can notify a home visitor of an upcoming or past due task including but not limited to the following: 1)the system will prompt home visitors or data entry personnel on when a document needs to be completed; 2)the system will alert the home visitor when an appointment needs to be scheduled for a client; 3)the system will alert the home visitor of upcoming appointments; 4)the system will alert the home visitor that it is time for a client to graduate from the program or transfer to another program, etc.
- C.6.10.** The system should accommodate multi-generational tracking of clients in order to accommodate a child of the program becoming a primary caregiver of their own child at a later date.
- C.6.11.** Preference will be given to systems that include a geo-coding component.
- C.6.12.** A system that includes supplemental roads data for geo-coding is preferred.
- C.6.13.** A system that allows for mapping of client address with finding directions is preferred.
- C.6.14.** Preference will be given to systems that incorporate bar-coding/ scanning technologies.
- C.6.15.** Preference will be given to systems that provide image storage location for each client.
- C.6.16.** Preference will be given to systems that provide electronic signature capabilities for provider and client.
- C.6.17.** Preference will be given to systems that provide decision support capabilities such as business rules.
- C.6.18.** Preference will be given to systems that can utilize and consume information from external decision support systems such as an immunization schedule forecaster.
- C.6.19.** Preference will be given to vendors who can accommodate the use of mobile device technologies. Vendors should document the use of such technologies in previous implementations of their web-based systems.
- C.6.20.** Preference will be given to vendors who can demonstrate flexibility within the web-based system to accommodate data collection tool changes without the assistance of the vendor's staff.

## **C.7. Environment**

The OSDH will consider proposals for systems that will be hosted internally by OSDH or externally by the Vendor, who will maintain the staffing and expertise for this functionality.

## **C.8. Third-Party Hardware/Software**

The OSDH will be responsible for the purchase of any necessary third party hardware/software components if the Case Management and Client Information System will be hosted by the OSDH. Vendors are not required to provide cost and/or offer third party hardware and/or software as part of the cost proposal, although this is an option; nor, is the OSDH obligated to purchase third-party hardware and/or software from the Vendor if offered. The OSDH will be responsible for purchase of third party hardware/software components not identified in the response to this section of the RFP only if the need for the additional hardware/software component could not have been reasonably foreseen by the Vendor at the time the proposal was submitted, as when the need for the additional hardware/software component arises from requirements defined or modified after contract award via the change management process. Vendors will be responsible for supplying third party hardware/software at no additional cost when the need for the component should have been foreseen and included in the response to this section based on information available in this RFP document or any amendments that may be issued. The OSDH also reserves the right to negotiate with the vendor for purchase, integration, and usage of other third-party products not defined by the vendor. The Vendor shall be responsible for the purchase of all third party hardware/software components necessary for operation or maintenance of the proposed system within the Vendor's environment, if the Vendor is proposing to host the system.

## **C.9. Project Management**

- C.9.1. Kickoff Meeting** – The project schedule/work plan will include a kickoff meeting to be held at the OSDH within 14 days of award. The minimum participants from the Vendor's team at this kickoff meeting will be the OSDH Contract Monitor, the Vendor's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be at the kickoff meeting. The OSDH will provide meeting space and similar representation. The Vendor shall provide a written report to the OSDH Contract Monitor within 5 working days documenting all discussions and decisions conducted at the kickoff meeting.
- C.9.2. Joint Application Design (JAD) sessions** – The project schedule/work plan will include JAD sessions during the planning and design periods of the project. Participants from the Vendor and, if applicable, the Subcontractor will include the Project Manager and at least one Lead Developer directly

involved with the component under discussion, The number of JAD sessions will be determined jointly by the OSDH Contract Monitor, OSDH Project Manager and the Vendor's Project Manager.

- C.9.3. Progress Reports** – The Vendor shall provide periodic progress reports to the OSDH, at a frequency to be mutually agreed-upon, but not less often than monthly. Progress reports shall be provided via face-to-face meetings, conference call, or other mutually agreed methods. The Vendor shall be responsible for documenting all meetings and conference calls. Written summaries of meetings to include those participating, key points of discussion, any resulting decisions, or action items, and a written version of the progress report shall be provided to the OSDH Contract Monitor within two (2) business days of each meeting.
- C.9.4. Project Schedule** – The project schedule will be developed by the Vendor with input and final approval by the OSDH. The agreed-upon project schedule may not be modified without the mutual written consent of the OSDH Contract Monitor and the Vendor's Project Manager.
- C.9.5. Additional Project Management Support** – If the project encounters difficulty, the OSDH may require additional meetings or progress/status reports. The Vendor shall maintain and support such additional project management support in the format and at the frequency deemed necessary by the OSDH, at no additional cost. At the discretion of the OSDH, such support may take the form of written reports, conference calls, and/or face-to-face meetings, as required.

## **C.10. Project Deliverables**

The Contractor shall be paid in accordance with the agreed-upon milestone payment schedule including, at minimum, the following deliverables/milestones. The agreed-upon milestone payment schedule may not be modified except by written amendment to the contract (see **General Provision A.15**).

During the project, if OSDH system access is requested and approved, the contractor's staff is required to follow OSDH Information Technology Services policies and procedures. Contractor staff will be provided with appropriate office space and access to general office equipment such as copy machines as needed if working on site at OSDH. If working within the OSDH offices, Contractor staff will be responsible for complying with standard OSDH policies for conduct in the OSDH workplace, use of OSDH equipment, and applicable security and confidentiality policies. Contractor staff who are provided access to protected health information, if the need for such access is identified, will be required to sign a non-disclosure (business associate) agreement.

During the project, OSDH will provide conference rooms, access to staff (data users and Information Technology Staff (ITS), technical assistance and data and system documentation as necessary. If software installations or configurations are to occur within the OSDH environment, the OSDH will provide technical workstation/server administration staff to install and configure the software based on the contractor's documented recommendations and in collaboration/participation with the contractor. During the testing periods of the project, OSDH will provide the testing environment and staff support as necessary. The OSDH Contract Monitor, in collaboration with the OSDH Project Manager and other ITS staff, will have final approval of all deliverables. During the training period of each phase within the project, the OSDH will provide a training facility or conference room as necessary. During annual support and maintenance, OSDH will provide the Contractor with an external access method for testing and debugging purposes on an as-needed basis when such external access is necessary and justified.

- C.10.1. If a vendor-hosted solution is selected**, the Contractor will be responsible for deliverables as described below relating to the hosted system rather than an OSDH system. The Contractor will be required to demonstrate that the solution meets or exceeds performance capabilities of a non-hosted solution and that the solution meets all state and federal security requirements. The Vendor will be responsible for maintaining all documentation related to the system. The OSDH shall be provided with a copy of all documentation as described below for the project prior to final acceptance. The Contractor shall provide the OSDH with a copy of all updates to the documentation. In addition, if a hosted solution is selected, the OSDH will be provided with a copy of all OSDH data in the Contractor's possession upon termination, expiration, or cancellation of the contract, in a format to be specified by the OSDH and a certification will be issued to OSDH that all data has been permanently destroyed on all of the contractor's workstations, laptops, servers or any other device. The hosted system shall have a redundant backup system within four (4) hours of a critical failure in the primary system, hardware support/issue handling, and provide at least 48-hour notice prior to any system maintenance affecting end users.

- C.10.1.1. Plan:** The Vendor shall provide a post kick-off project plan to include requirements gathering, design, development/customization, testing, implementation, documentation, and training. This plan shall include a Gant Chart indicating staffing, activities, timeline, and the critical path.

**C.10.1.1.1. Deliverable: Final project plan for the CMCIS.**

**C.10.1.1.2. Performance Measure: Final Project Plan complete with 100% of the following: requirements gathering, design, development/customization, testing, implementation, documentation, and training.**

**C.10.1.2.** Requirements: The Contractor shall provide staff onsite at the OSDH to conduct meetings, gather, and document detailed requirements for the CMCIS. As part of the requirements gathering, the Contractor will meet with users and technical staff to develop use cases for case management and analytical purposes for both real time and batch loads, and revise the timeline if necessary.

**C.10.1.2.1. Deliverable: Final business and functional requirements document(s) for the CMCIS.**

**C.10.1.2.2. Performance Measure: Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; software requirements; system evaluation plan; and project timeline with documentation.**

**C.10.1.3.** Design: The Contractor shall collaborate with OSDH staff to develop a design plan based on business and functional requirements documented in C.10.1.1. to include workflow descriptions and diagrams and a detailed data architecture layout.

**C.10.1.3.1. Deliverable: Final design plan(s) for the CMCIS.**

**C.10.1.3.2. Performance Measure: Final design plan containing 100% of the mandatory functional requirements for the CMCIS.**

**C.10.1.4.** Develop: Contractor staff will be responsible for configuration and customization of the CMCIS as necessary to meet defined requirements.

**C.10.1.4.1. Deliverable: Completion of all configurations or customizations and installations of the CMCIS for testing in the test environment.**

**C.10.1.4.2. Performance Measure: Contractor provided checklist with documentation that 100% of the checklist is complete.**

**C.10.1.5.** Test: The Contractor shall test the system within their own test environment for conformance to the defined business and functional requirements. User Acceptance Testing (UAT) will be conducted in a vendor-hosted test environment. The OSDH and contractor will collaborate on developing the scenarios for testing for both real-time and batch loads and will test for both case management and analytical purposes.

Testing will continue until the system has been confirmed in writing to successfully perform all functions as defined in the requirements document by the OSDH Project Sponsor. Testing will be conducted using live case management and analytical data.

**C.10.1.5.1. Test deliverable 1: Documentation of successful testing of the CMCIS for operation within the Contractor's test environment.**

**C.10.1.5.2. Performance Measure 1: 100% successful testing with exceptions noted**

**C.10.1.5.3. Test deliverable 2: Documentation of successful UAT.**

**C.10.1.5.4. Performance Measure 2: 100% successful testing with exceptions noted.**

**C.10.1.6.** Implement: After the OSDH Contract Monitor provides written confirmation and acceptance of all testing of the CMCIS functions within the testing environment, the system will be moved to production. OSDH will conduct UAT using the test environment scenarios and actively monitor the CMCIS prior to moving to maintenance and support. Acceptance of the system will take place when the OSDH Contract Monitor provides written confirmation that the system, in the production environment passes all UAT and conforms to the requirements. Acceptance and production use of the CMCIS will be defined as beginning on the first day following the OSDH Contract Monitor's written acceptance of the system in production, not on the date of installation in the production environment or on the date the OSDH begins using the system for testing purposes using live data.

**C.10.1.6.1. Deliverable: Confirmation of successful implementation of the CMCIS.**

**C.10.1.6.2. Performance Measure: 100% of successful OSDH staff user-acceptance testing in the production environment with mutually-agreed upon exceptions.**

**C.10.1.7. Document:** The Contractor will provide any and all necessary user and administrator manuals, database schema, and a comprehensive data dictionary, in electronic format. All documentation must be provided prior to final acceptance.

**C.10.1.7.1. Deliverable: Delivery of required documentation and rights to create derivative works for internal use.**

**C.10.1.7.2. Performance Measure: 100% of required documentation**

**C.10.1.8. Training:** Training will be included for OSDH and program users to include a minimum of 20 individuals. Training will be provided onsite at the OSDH. The Contractor shall provide the recommended duration of the training and any necessary technical requirements. The training can be divided into administrator and user specific training. Training shall be presented in a Train the Trainer format.

**C.10.1.8.1. Deliverable: Completion of training documentation and rights to create derivative works for internal use.**

**C.10.1.8.2. Performance Measure: 100% of required training with evaluations conducted at each training with 90% satisfaction and 100% of Train the Trainer materials.**

**C.10.2. If an OSDH-hosted solution is selected,** the Contractor will be responsible for deliverables as described below relating to an OSDH system. The Contractor will be required to demonstrate that the solution meets or exceeds performance capabilities within OSDH and that the solution meets all state and federal security requirements. The Vendor will be responsible for providing all documentation related to the system. The OSDH shall be provided with a copy of all documentation as described below for the project prior to final acceptance. The Contractor shall provide the OSDH with a copy of all updates to the documentation. In addition, if an OSDH-hosted solution is selected, a certification will be issued to OSDH that all data has been permanently destroyed on all of the contractor's workstations, laptops, servers or any other device unless authorized in writing by the OSDH Contract Monitor.

**C.10.2.1. Plan:** The Contractor shall provide a project plan to include requirements gathering, design, development/customization, testing, implementation, documentation, and training. This plan shall include a Gant Chart indicating staffing, activities, timeline, and the critical path.

**C.10.2.1.1. Deliverable: Final project plan for the CMCIS.**

**C.10.2.1.2. Performance Measure: Final Project Plan complete with 100% of the following: requirements gathering, design, development/customization, testing, implementation, documentation, and training.**

**C.10.2.2. Requirements:** The Contractor shall provide staff onsite at the OSDH to conduct meetings, gather, and document detailed requirements for the CMCIS. As part of the requirements gathering, the Contractor will meet with users and technical staff to develop use cases for case management and analytical purposes for both real time and batch loads, and revise the timeline if necessary.

**C.10.2.2.1. Deliverable: Final business and functional requirements document(s) for the CMCIS.**

**C.10.2.2.2. Performance Measure: Final Requirements Document complete with 100% of the following: public health goals; business and technical actors; functional and non-functional requirements; program-driven use case; use case, workflow, and dataflow diagrams; high-level system architecture; hardware and software requirements; system evaluation plan; and project timeline with documentation.**

**C.10.2.3. Design:** The Contractor shall collaborate with OSDH staff to develop a design plan based on business and functional requirements document in C.10.1.1. Design plan will include the following: 1) prototypes; 2) workflow descriptions and diagrams; 3) hardware and security requirements; 4) a detailed technical architecture; 5) OSDH staffing resources and requirements; 6) a description of standard reports, including samples of any and all reports that are available; and 7) a description of ad-hoc reporting capabilities.

- C.10.2.3.1. Deliverable: Final design plan(s) for the CMCIS.**
- C.10.2.3.2. Performance Measure: Final design plan containing 100% of the mandatory business and functional requirements for the CMCIS.**
- C.10.2.4.** Develop: Contractor staff will be responsible for configuration and customization of the CMCIS as necessary to meet defined requirements.
- C.10.2.4.1. Deliverable: Completion of all configurations or customizations and installations of the CMCIS for testing in the Contractor-hosted test environment.**
- C.10.2.4.2. Performance Measure: Contractor provided checklist with documentation that 100% of the checklist is complete.**
- C.10.2.5.** Test: Testing will be conducted in two environments; the Vendor- hosted test environment for conformance to the defined technical and functional requirements and the OSDH test environment. The OSDH and Contractor will collaborate on developing the scenarios for testing for both real-time and batch loads and will test for both case management and analytical purposes.
- Testing will continue until the system has been confirmed in writing to successfully perform all functions as defined in the requirements document by the OSDH Contract Monitor. Testing will be conducted using live case management and analytical data.
- C.10.2.5.1. Test deliverable 1: Documentation of successful testing of the CMCIS for operation within the Contractor-hosted test environment.**
- C.10.2.5.2. Performance Measure 1: 100% successful testing with exceptions noted**
- C.10.2.5.3. Test deliverable 2: Documentation of successful testing of the CMCIS for operation within the OSDH test environment.**
- C.10.2.5.4. Performance Measure 2: 100% successful testing with exceptions noted.**
- C.10.2.6.** Implement: After the OSDH Contract Monitor provides written confirmation and acceptance of all testing of the CMCIS functions within the testing environments, the system will be moved to production by OSDH ITS staff. OSDH will conduct UAT in the OSDH production environment and actively monitor the CMCIS prior to moving to maintenance and support. Acceptance of the system will take place when the OSDH Contract Monitor provides written confirmation that the system, in the production environment, passes UAT and conforms to the requirements. Acceptance and production use of the CMCIS will be defined as beginning on the first day following the OSDH Contract Monitor's written acceptance of the system in production, not on the date of installation in the production environment or on the date the OSDH begins using the system for testing purposes using live data.
- C.10.2.6.1. Deliverable: Confirmation of successful implementation of the CMCIS.**
- C.10.2.6.2. Performance Measure: 100% of successful OSDH staff user-acceptance testing in the production environment with mutually-agreed upon exceptions.**
- C.10.2.7.** Document: The Contractor will provide any and all necessary user and administrator manuals, database schema, and a comprehensive data dictionary, in electronic format. All documentation must be provided prior to final acceptance.
- C.10.2.7.1. Deliverable: Delivery of required documentation and rights to create derivative works for internal use.**
- C.10.2.7.2. Performance Measure: 100% of required documentation**
- C.10.2.8.** Training: Training will be included for OSDH and program users to include a minimum of 20 individuals. Training will be provided onsite at the OSDH. The Contractor shall provide the recommended duration of the training and any necessary technical requirements. The training can be divided into administrator and user specific training. Training shall be presented in a Train the Trainer format.

***C.10.2.8.1. Deliverable: Completion of training documentation and rights to create derivative works for internal use.***

***C.10.2.8.2. Performance Measure: 100% of required training with evaluations conducted at each training with 90% satisfaction and 100% of Train the Trainer materials.***

## **D. EVALUATION**

### **D.1. Evaluation and Award**

- D.1.1.** Offers shall be evaluated on the “best value” determination in accordance with Title 74, §85.
- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

### **D.2. Proposal Clarification Questions**

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the vendor(s) shall put such clarifications in writing.

### **D.3. Competitive Negotiations of Offers**

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State’s risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the vendor’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.3.4.** The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5.** BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

### **D.4. Selection Criteria**

- Technical Responses
- Implementation/ Work Plan
- Company Information
- Alignment with Overall Project Goals and Deliverables
- Cost

### **D.5. Evaluation Process**

#### **D.5.1. Evaluation Process – Determination of Solicitation Responsiveness**

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Requested number of response copies.
- Required deliverables outlined in Section E.5.

- Voluntary Product Accessibility Template (VPAT)

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

**Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.**

**D.5.2.** Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

**D.5.3.** Evaluation Process - Evaluation of Cost.

Cost comparisons are performed.

**D.5.4.** Evaluation Process – Demonstrations

If desired by the evaluation committee, the vendor may be required to provide product/services demonstrations.

**D.5.5.** Best Value Evaluation of Product/Services

**D.5.5.1.** Selection

The selection and award of contractor is based upon which vendor best meets the needs of the State.

The State reserves the right to negotiate with one or more vendors, at any point during the evaluation. The State may negotiate any and all content of the offer.

**D.5.6.** Vendors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

## **E. INSTRUCTIONS TO VENDOR**

### **E.1. Introduction**

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall be at the vendor's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The vendor is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the vendor's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

### **E.2. Preparation of Offer**

**E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.

**E.2.2.** Information shall be entered on the form provided or a copy thereof.

### **E.3. Submission of Offer**

**E.3.1.** Hosting Environment(s): Vendors shall submit complete and separate proposals for each environment (i.e., hosted and non-hosted).

**E.3.2.** Completeness of offer(s): It is desirable that the vendor respond in a complete, but concise manner. It is the vendor's sole responsibility to submit information in the offer as requested by the solicitation. The vendor's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the vendor's offer.

**E.3.3.** Copies: the vendor's offer should be paginated and include **one (1) original document, plus seven (7) copies for a total of eight (8) documents**. The documents' front pages should indicate original or copy.

**E.3.4.** The vendor should include **three (3) "machine readable"** versions, preferably in Microsoft WORD format, on CD or DVD, of the vendor's offer.

**E.3.5.** All responses should be **received by August 5, 2013 by 3:00 pm Central Standard Time (CST)**.

### **E.4. Proprietary and/or Confidential**

**E.4.1.** Vendors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their

claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

- E.4.2.** If a vendor believes particular information requested by the RFP for evaluation purposes is proprietary, the vendor shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the vendor and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED

## **E.5. Oklahoma Open Records Act**

- E.5.1.** Proposals are subject to public disclosure in accordance with The Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the vendors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded.

## **E.6. Communications Concerning Solicitation**

The contracting officer listed on the cover page of this solicitation is the only individual in which the vendor should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the vendor's response being rejected and not considered for further evaluation.

## **E.7. RFP Clarification**

- E.7.1.** Vendors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than **July 19, 2013 3PM** Central Daylight Time. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation and posted on the OSDH website

## **E.8. General Solicitation Questions**

- E.8.1. Vendor may submit general questions concerning the specifications of the solicitation. All questions regarding this RFP shall be posted to the IT procurement wiki at:**

<https://wiki.ok.gov/display/itprocurement/3400001221>

- E.8.1.1.** In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.

- E.8.1.2.** Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

- E.8.1.3.** When posing questions, every effort should be made to be concise and include section references, when possible.

- E.8.2. Questions shall be answered in the form of an amendment and posted on the OSDH website and linked on the wiki.**

- E.8.3. Vendors are advised that any questions received after July 21, 2013 shall not be answered. Questions must be received by 3 PM Central Daylight Time.**

## **E.9. Response to Requirements**

Vendors shall provide:

- E.9.1.** Statement of Acknowledgment of the requirements contained in section C.5 and C.6
- E.9.2.** A narrative response to each mandatory and non-mandatory requirement listed in Sections C.5 and C.6. Failure to respond to a particular requirement will be interpreted to mean the Vendor does not have the

capability to meet the requirement. The narrative response to each requirement shall accompany one of the following:

- a) Feature is available and installed
- b) Feature is available but not yet installed
- c) Feature is currently under development (indicate anticipated date of availability)
- d) Feature is not available
- e) Feature is not currently available but can be provided through customization (indicate cost of any customizations on the Price and Cost Proposal (see **Section G**))

#### **E.10. Cost Proposal**

Vendors shall submit Cost Proposal in both hard copy and electronic format in a separate sealed envelope pricing must be submitted as outlined in **Section G. PRICE AND COST**

#### **E.11. System Access**

- a) State whether this proposal is for a vendor-hosted or OSDH-hosted system.
- b) The vendor will detail any recommendations and possible issues that may conflict with or impact OSDH:
  - 1) firewalls,
  - 2) spam filters,
  - 3) virus protection,
  - 4) malware protection,
  - 5) workstation or server configurations,
  - 6) or database repositories.

#### **E.12. Hardware - OSDH hosted only**

- a) The vendor will describe any hardware the OSDH is required to purchase. Please describe the recommended hardware configurations for each phase of the project including descriptions of:
  - 1) CPU clock speed required,
  - 2) recommended RAM configuration,
  - 3) networking hardware,
  - 4) backup and storage devices,
  - 5) uninterrupted power supply,
  - 6) and other necessary detail.
- b) Describe the ability of the proposed system to support fail-safe data storage for each required component (redundancy, mirrored, clustering, etc.).
- c) Describe the recommended bandwidth requirements for communication to or from the recommended server(s) and the expected CMCIS user experience.

#### **E.13. Does the system employ or utilize 32-bit or 64-bit architectures or a combination of both? Provide recommendations or any limitations related to these architectures. Disaster Recovery**

- a) Provide a response to one of the following, as applicable. Note that response to this section is a mandatory requirement. Failure to respond will result in rejection of the proposal response:
  - 1) **For OSDH-hosted solutions:** Provide detailed recommendations of the following:
    - a. all necessary hardware,
    - b. software,
    - c. licensing,
    - d. bandwidth required,
    - e. firewall or other configuration issues,
    - f. and security.

- 2) **For vendor-hosted solutions:** A redundant backup system will be available within 4 hours of a critical failure of the primary system, all hardware support and issues will be the vendor's responsibility and a 48 hour notice will be provided to the OSDH for any system maintenance that affects end-users of the CMCIS. Provide detailed descriptions of the following:
- a. data center(s),
  - b. storage and backup facility and processes,
  - c. staffing (operational, network, database, administrative),
  - d. database and web server clusters or farms,
  - e. location(s) of data centers, storage, and backup facilities,
  - f. hours of operation of data centers, storage, and backup facilities,
  - g. hot-site availability,
  - h. failover plans,
  - i. historical system uptime availability,
  - j. power supply and backup generators,
  - k. security (physical, network and database),
  - l. SAS-70 or similar audits that have been conducted related to their data center and related information technology processes.

#### **E.14. Software**

**a) For OSDH-hosted solutions:**

- 1) Describe the server operating systems under which the proposed system will operate (Linux, Windows 2000 or 2003 Server, etc.).
- 2) Name and describe the database management software utilized by the system. Microsoft SQL Server 2008 or later is required within the OSDH environment.
- 3) What are the warranty periods provided for system and application software
- 4) What limitations does the vendor typically require regarding system and application software?
- 5) Provide detailed narrative and diagram of the network plan for onsite hosting.

**b) For vendor-hosted solutions:**

- 1) Describe the vendor's security plan(s) including a description of the infrastructure necessary.
- 2) Provide detailed narrative and diagram of the network plan for offsite hosting.

**c) For all solutions:**

- 1) What programming language(s) was used to develop the CMCIS and how long has the current software been in production usage by other facilities?
- 2) Are there any known limitations or performance degradation that might be expected in future years (7 years) based on normal projected utilization by the OSDH.
- 3) Describe the file purging/archiving methodology used by the proposed system if applicable.
- 4) Describe the system audit reporting tools included.
- 5) Describe the security system(s) used by the proposed systems. Describe the process the vendor used during system development or customization to implement protections for the following:
  - a. minimizing the possibility of hacking, malware, spyware or virus intrusions; and
  - b. SQL injection and other known data, database, operating system or database security breaches.
- 6) Include system performance studies for the Vendor's product based on similar setup as proposed. Provide detailed descriptions of:
  - a. performance characteristics analyzed,
  - b. number of simultaneous user connections,
  - c. number of records and frequency of database insertions, and
  - d. records processed and tested for performance data provided within your proposal.

- 7) Does the system leverage Microsoft Active Directory or are database application logins used or other methods? Provide detailed documentation as to how system logins are administratively created, maintained, and tracked.
- 8) Provide a copy of the user interface(s) for the CMCIS. Access can be provided via a disk or through limited access to a test interface. Access to the interface will be for evaluation purposes only.
- 9) Provide copies of any system or usability evaluations that have been conducted on the full solution or any components within the solution.
- 10) Provide a description of configuration management process for testing, implementation, fixes and updates.
- 11) Vendors must detail any third party hardware and/or software required to operate the proposed CMCIS to meet all specifications stated in this RFP, including any additional software component dependency requirements. Vendor must describe the purpose of the third party hardware/software in terms of mandatory and non-mandatory requirements.
- 12) Describe the core CMCIS functions and features as well as any custom development and/or configuration work necessary to connect OSDH's various systems (i.e., PHOCIS, OSIS) to the CMCIS.
- 13) Provide a detailed description of how the CMCIS will transmit data via message or web service between and among internal systems (i.e. PHOCIS, OSIS) and between OSDH and external partners.
- 14) Vendors will provide detailed system diagrams which will include the following. **Note that response to this question is a mandatory requirement.** Failure to provide the information requested will result in rejection of the proposal:
  - i. system overview,
  - ii. process flows,
  - iii. methodologies,
  - iv. encryption,
  - v. authentication,
  - vi. and security.
- 15) Describe support for the system including individual components if support varies among components. Include a response for each of the following.
  - i. Where is your technical support center located?
  - ii. What are the methods for contacting technical support?
  - iii. What are your hours of operation for technical support?
  - iv. Describe the ongoing system support provided by the Vendor.
  - v. Are software upgrades provided as part of the software support contract? Describe based on historical data how often per year software upgrades typically occur.
  - vi. Provide a copy of the standard support policies and/or software support contract.
  - vii. Describe your software upgrade process.
  - viii. How are customer requests for enhancements and customizations handled?
  - ix. Describe the recent history of system enhancements.
  - x. Do you have a formal users' group?
- 16) Elaborate on any features that differentiate you from your competitors.

#### **E.15. Network and Interface**

- a) Have you interfaced your CMCIS with other systems described in C.3 or other public health systems? (Provide names of interfaced systems, problems, and successes encountered.)
- b) What communication protocols are supported?

#### **E.16. Requirements/ Change Management**

The Contractor shall establish and enforce a system of requirements management/change management based upon the requirements of this RFP, the commitments made in the proposal response and the final approved requirements document. Changes

to the final approved requirements must be approved in writing by the OSDH Contract Monitor and Contractor Project Manager and any additional cost associated with the change must be identified at the point of approval. Any changes that involve additional cost or changes to the scope of the contract must be approved by State of Oklahoma OSDH Procurement.

### **E.17. Implementation – Work Plan**

**E.17.1.** Describe the proposed implementation plan. Submit a written narrative describing:

- a) the Vendor's capabilities,
- b) a summary work plan
- c) project timeline, based from an estimated date of award
- d) milestones specified in section C.10
- e) any proposed interim milestones

**E.17.2.** Staffing Plan - Describe or attach the proposed staffing plan.

- a) The staffing plan shall identify the specific individual(s) who will work on the OSDH project, their qualifications, and past similar experience.
- b) Include names of staff member(s) who will direct the overall project through the duration of the contract as well as those staff members who will coordinate major activities.
- c) Describe the experience and qualifications of your installation team.
- d) Identify each team member by name and title, estimated number of hours dedicated to this project, and describe each individual's role in the implementation.
- e) Specifically identify any subcontractors that will be used, including a description of their role in completion of the project. Include an organization chart showing lines of communication and authority.

**E.17.3.** Training

Describe the training provided including location, number to be trained, and training outline. Vendors who provide a developer's guide in their proposal will be given additional points. **Developer guides will be maintained as confidential information if identified as such and are easily separable from the remaining package.** Vendors who provide a user's guide in their proposal will be given additional points. **User guides will be maintained as confidential information if identified as such and are easily separable from the remaining package.**

- a) Provide a copy of the Developer's guide to your CMCIS if available.
- b) Provide a copy of the User's guide to your CMCIS if available.

### **E.18. Voluntary Product Accessibility Template (VPAT)**

**E.18.1.** Vendor must provide a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility -OMES form 053. Also attached is the VPAT Instructions Template.

### **E.19. Deliverables**

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

**E.19.1. Completed "Responding Bidder Information" DCS/Purchasing Form 076.**

**E.19.2. Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.**

**E.19.3. References** - References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

**E.19.3.1.** Additional points will be given to vendors having at least three (3) years experience planning, designing, developing, managing, implementing, and supporting a case management and client information system.

**E.19.3.2.** Additional points will be given to vendors who are able to demonstrate at least 2 previous implementations comparable or greater in size and scope to the OSDH; and, demonstrate successful experience with supporting case management through information systems. Acceptable experience will be verified through both references provided and detailed workflow statistics provided by the vendor within the proposal.

- E.19.4. Company Information** - Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.
  - E.19.4.1.** Provide a brief overview of your company including number of years in business, number of employees, nature of business, and description of clients.
  - E.19.4.2.** Identify any parent corporation and/or subsidiaries, if appropriate.
  - E.19.4.3.** Give a brief description of the evolution of the vendor's systems. Include the date of the first installed site and major developments of each system component, which have occurred (e.g. new versions, porting of software to newer technologies). Describe any previous ownership, if appropriate.
  - E.19.4.4.** List any industry awards/recognition that you have received, the awarding party, and the date received.
  - E.19.4.5.** Indicate the total number of installations in the last 5 years by the year of installation and the total number of current systems and/or users and the number of public health installations.
  - E.19.4.6.** Provide a summary of your company's short term and long-term goals and strategic vision.
  - E.19.4.7.** Provide a list of five references similar in size and specialty mix within your proposal. (Include name, contact, address, telephone, system(s) installed, duration of contract, and date of installation)
  - E.19.4.8.** Provide a summary of your experience with designing, managing, implementing, and supporting a case management or client information system
  - E.19.4.9.** Provide a summary of your participation in public health workgroups and partnerships or other activities in support of the public health field.
  - E.19.4.10.** Describe your company's history and methodology of maintaining technology and support throughout the entire life cycle of a product.
  - E.19.4.11.** Describe your company's history of support for the Public Health Vision (to provide equity and prevention to all for a healthy community) and continuous improvement in the field of Public Health Informatics.
- E.19.5. Response to Requirements as outlined in Section C and E**
- E.19.6. Implementation/Work Plan**
- E.19.7. Management Plan**
- E.19.8. VPAT**
- E.19.9. Pricing**
- E.19.10.** Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with vendor's offer shall not be considered after contract award.

## **E.20. Notice of Award**

A notice of award in the form of a Purchase Order or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

## **F. CHECKLIST**

- F.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)**
- F.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)**
- F.3. Workers’ Comp Insurance Certification**
- F.4. Vendor/Payee Form or W-8BEN (as required)**
- F.5. References (Section E.19.3)**
- F.6. Company Information (Section E)**
- F.7. Implementation – Work Plan (Section E.17)**
- F.8. VPAT (Section E.18)**
- F.9. Cost- (Section G)**

## **G. PRICE AND COST**

**The response to this section shall be submitted in a separate sealed envelope, which shall be identified in accordance with General Provision A.2.2.** Vendors pricing shall be submitted in a separate envelope as outlined in Section E.8

- a) The response to this form shall be a summary of total costs for each category identified.
- b) The Vendor shall attach a page for each category showing detailed pricing, by line item, for each category and calculation of total pricing.
- c) The Vendor’s proposed milestone payment schedule (See OSDH-defined milestones in section C.10) shall also be included in the Cost Proposal.
- d) The Vendor must state whether the configuration is on-site or off-site.
- e) Cost shall be based on approximately 350 users and 95 sites (current time) with a planned expansion of approximately 50 additional users and an additional 12 sites within six months. The Vendor shall provide cost in the following categories, with supporting detail. The Vendor’s cost proposal shall include all costs for implementation and ongoing maintenance and operation of the CMCIS.
  - Implementation,
  - At minimum, include the milestones detailed in sections C.6 through C.9,
  - Hardware (if applicable),
  - Software (if applicable),,
  - Service cost related to vendor hosting (if applicable).
- f) Ongoing maintenance shall be quoted both monthly and quarterly, although it shall be invoiced/paid quarterly. This shall be for the purpose of co-terminating maintenance agreements on all components as the phases are implemented
- g) Ongoing Maintenance/Support (Year 1 – Year 5). Pricing for each Phase shall be provided on a monthly basis, to be billed quarterly in arrears, through completion of Phases 1-4. Following system acceptance, maintenance & support on the complete system shall be billed quarterly in arrears.
- h) At minimum, any monthly or quarterly fees for hosting and/or software maintenance
- i) Third-party hardware, software, or services should be identified as such Vendor must detail any third party hardware and/or software required to implement and/or operate the proposed systems to meet all specifications stated in the RFP, including any additional software component dependency requirements. This would include any options for hosted vs. non-hosted solutions.

## H. APPENDICES

### H.1. Appendix A: References

1. Information Security Policy, Procedures and Guidelines. Oklahoma Office of State Finance, Information Services. (Available at [http://www.ok.gov/OMES/Information\\_Services/Publications\\_&\\_Standards/index.html](http://www.ok.gov/OMES/Information_Services/Publications_&_Standards/index.html))
2. Minimum Security Requirements for Federal Information and Information Systems FIPS Publication 200. (Available at: <http://csrc.nist.gov/publications/nistpubs/index.html>.)

### H.2. Appendix B: Number of Visits and Clients for Children First and OCAP, 2000-2012

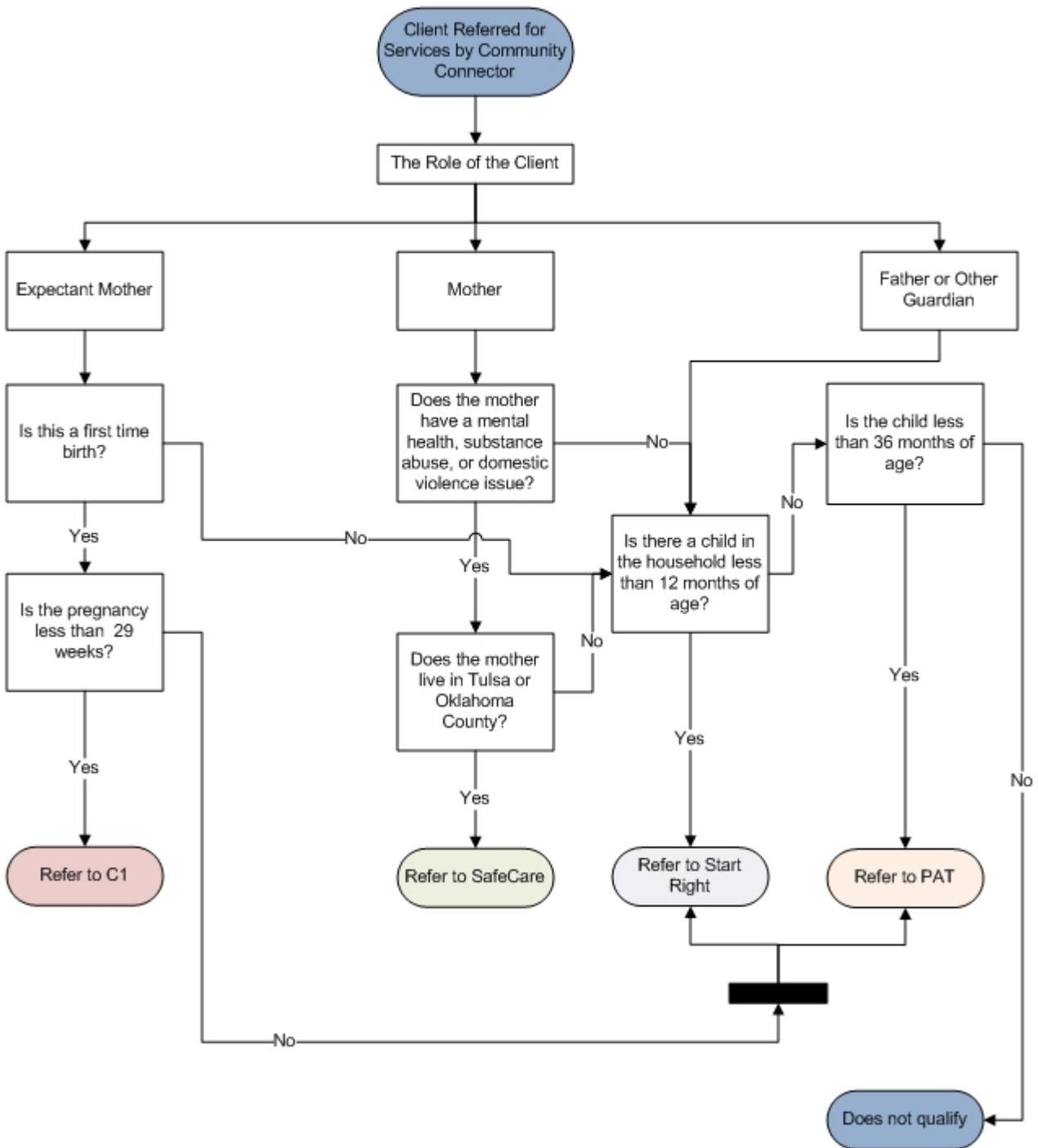
Year	C1		OCAP	
	Visits	Mothers	Visits	Primary Caregivers
2000	38	38	4,163	341
2001	44,975	6,053	8,794	536
2002	91,879	7,712	14,274	865
2003	80,719	6,683	20,441	1,104
2004	59,837	5,269	20,508	1,087
2005	59,075	4,875	19,994	1,077
2006	60,911	5,076	19,571	1,100
2007	60,816	4,817	19,865	1,208
2008	61,321	4,757	20,829	1,228
2009	55,923	4,361	22,807	1,352
2010	47,501	3,851	23,666	1,392
2011	44,774	3,563	20,777	1,301
2012	42,277	3,494	11,320	915

Note: Visits are scheduled visits - they may not be completed but information is captured in the system either way.

Note: PAT and SafeCare information are not available at this time. Information above is for statewide implementation of the two programs.

H.3. Appendix C:

# MIECHV TRIAGE PROCESS CHART



## **I. SCHEDULE OF EVENTS**

### **I.1. Solicitation Schedule of Events**

### **I.2. RFP Clarification Question (Section E.7. §E.7.1)**

**\*\*\*Deadline: 07/19/2013 @ 3:00 PM CDT**

RFP Clarifications will not be accepted after this date and time

### **I.3. General Questions (Section E.7 §E.7.2)**

**\*\*\*Deadline 07/21/2013 @ 3:00 PM CDT**

General Question will not be accepted after this date and time

### **I.4. Solicitation**

**\*\*\*Closing Date 08/5/2013 @ 3:00 PM CDT**

Solicitations will not be accepted after this date and time

## **J. TEXT VERSIONS OF CHARTS**

### **Appendix C MIECHV Triage Process Chart**

Appendix C is a graphical representation of the MIECHV triage process. Clients referred to home visitation services by community connectors are triaged based on life stage or role of client (expectant mother, mother, other primary caregiver). Clients are then asked about previous births and age of child. Depending on results, the client is triaged to the appropriate home visitation program or referred to other services.